8. (Three Times Amended) A protocol for trading on a contract exchange according to claim 6, comprising the further step of:

if a party has sufficient funds to cover the proportion of the value of the contracts held, as determined by the leveraging ratio, at the last sale price but not at the price of one of the market parameters, and a counter party enters the market at that parameter to close a position, exercising option rights to close sufficient of the party's contracts with the counter party's contracts so that the party no longer has insufficient funds to cover the proportion of the value of the contracts held at the price of that market parameter.

REMARKS

The foregoing amendment to Claim 8 corrects the claim status and a typographical error in line 5 of the claim as amended in the Amendment mailed April 17, 2001. No new matter is added.

In the first seven sentences (lines 1-10) of the paragraph in the Remarks of the Amendment mailed April 17, 2001 beginning on page 9, line 10, of the Amendment and ending on page 10, line 2, a number of typographical errors occurred and minor misstatements existed. Please replace the first seven sentences with the following to clarify and correct the errors:

> It can be seen that in lines 11 and 12 of Example 11, there is a move of the contract price from $93.3 to $97.972. This results in a loss to that party of $1901.504, the assigned funds that are at risk at that moment. The loss in line 12 of $1,901.504 triggers the clearing house to close that party out, *i.e.*, buy back their 407 contracts. Pursuant to the agreement with the counter parties, their contracts are closed out also. This is illustrated in Example 12 where the effect on one counter party is illustrated. It can be seen in Example 12, line 11, that the contract price is $93.3 and that they have twenty-two contracts. When the party associated with the short contract is closed out, it automatically requires this long contract counter party to be closed out, as indicated

by line 12, wherein the contracts are reduced to zero and their remaining assigned funds actually go up.

The foregoing editorial changes to the cited paragraph are made to correct the typographical errors and clarify the statements made. Applicants regret any inconvenience that might have occurred.

Applicant has now made an earnest attempt in order to place this case in condition for allowance. For the reasons stated above, Applicant respectfully requests full allowance of the claims as amended. Please charge any additional fees or deficiencies in fees or credit any overpayment to Deposit Account No. 20-0780/LAUS-24,408 of HOWISON, CHAUZA, THOMA, HANDLEY & ARNOTT, L.L.P.

Respectfully submitted,

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June 4, 2001

VERSION WITH MARKINGS TO SHOW CHANGES MADE

8. (Three Times Amended) A protocol for trading on a contract exchange according to claim 6, comprising the further step of:

if a party has sufficient funds to cover the proportion of the value of the contracts held, as determined by the leveraging ratio, at the last sale price but not at the price of one of the market parameters, and a counter party enters the market at [theat]that parameter to close a position, exercising option rights to close sufficient of the party's contracts with the counter party's contracts so that the party no longer has insufficient funds to cover the proportion of the value of the contracts held at the price of that market parameter.